

## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

## REGION 9

IN THE MATTER OF:	)	Docket No.: 2001-06
San Fernando Valley Area 2 (Crystal Springs)	)	
Superfund Site	)	AGREEMENT AND
UNDER THE AUTHORITY OF THE	)	COVENANT NOT TO SUE
COMPREHENSIVE ENVIRONMENTAL	)	HOME DEPOT U.S.A., INC.
RESPONSE, COMPENSATION, AND	)	
LIABILITY ACT OF 1980, 42 U.S.C. § 9601,	)	
<u>et seq.</u> , as amended.	)	
	)	

I. INTRODUCTION

This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA") and Home Depot U.S.A., Inc. ("Settling Respondent") (collectively the "Parties").

This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq. and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

Settling Respondent is a Delaware corporation with principal offices at 3800 West Chapman Avenue, Orange, California, 92868. Settling Respondent wishes to purchase from ITT Industries, Inc. property consisting of two contiguous parcels located at 1200 South Flower Street, Burbank, California and 801 Allen Avenue, Glendale, California (collectively the "Property") (See Exhibit 1). The Property is located within the Glendale North and South Operable Units of the San Fernando Valley Superfund sites (the "Site") (See Exhibit 2).

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII, VIII, IX, and X, the potential liability of the Settling

Respondent for the Existing Contamination at the Property which would otherwise result from Settling Respondent becoming the owner of the Property.

The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with the Agreement, do not constitute an admission of any liability by the Settling Respondent.

The resolution of this potential liability, in exchange for provision by the Settling Respondent to EPA of a substantial benefit, is in the public interest. In addition to the provisions for payment to EPA and work to be performed (as set forth below), Settling Respondent has informed EPA that the operation of the Home Depot store is expected to benefit the community by creating approximately 250 new jobs and substantial sales tax revenue.

## **II. DEFINITIONS**

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

2. "Existing Contamination" shall mean:

(a) any hazardous substances, pollutants or contaminants, present or existing on or under the Property as of the effective date of this Agreement;

(b) any hazardous substances, pollutants or contaminants that migrated from the Property prior to the effective date of this Agreement; and

(c) any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the effective date of this Agreement.

3. "Parties" shall mean the United States on behalf of EPA and the Settling Respondent.

4. "Property" shall mean that portion of the Site, encompassing approximately 11.1 acres, which is described in Exhibit 1 of this Agreement.

5. "Settling Respondent" shall mean Home Depot U.S.A., Inc.

6. "Site" shall mean the San Fernando Valley Superfund sites, also known as Areas 1-4, located generally in the City of Los Angeles, County of Los Angeles, California, and depicted generally on the map attached to this Agreement as Exhibit 2. The Site shall include the Property and all areas to which hazardous substances and/or pollutants or contaminants from the Property have come to be located.

7. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

### III. STATEMENT OF FACTS

1. The Property consists of two contiguous parcels at 1200 South Flower Street, Burbank, California and 801 Allen Avenue, Glendale, California. The Property is bordered on the northeast by railroad tracks, on the southeast by Allen Avenue, on the southwest by South Flower Street, and on the northwest by Alameda Avenue. The Property is located in an area of mixed light industrial, commercial, and limited residential development.

The Property was developed in the 1940's by General Controls, which manufactured thermostat and pressure control instruments (residential gas valves and oil field steam valves). Before this time, the Property was reportedly agricultural land with a residence on it. Most of the buildings were constructed at the site during the 1940's and 1950's. ITT purchased General Controls in 1963 and the location became known as ITT General Controls. ITT General Controls ceased manufacturing operations at the site in 1986 and relocated

distribution operations in 1989. ITT Aerospace Controls continued manufacturing operations in the northwest end of the Property until relocating in 1994. ITT's operations were historically conducted out of up to 16 buildings at the Site. The facility was completely vacated as of November/December 1994. Most of the buildings have already been demolished to slab level or will be demolished to accommodate Home Depot's proposed development of a Home Depot store.

Volatile organic compounds ("VOCs"), metals, polychlorinated biphenyls ("PCBs") and petroleum hydrocarbons have been identified in soil and/or perched groundwater at the Property. A proposed remedial action plan ("RAP"), dated June 19, 2000, addressing contamination in soil and perched groundwater, was submitted to the Regional Water Quality Control Board (Los Angeles Region) ("RWQCB"). Under its purchase agreement with ITT, and under this Agreement, Settling Respondent will be responsible for implementing the approved RAP. The RAP has been designed to allow for site redevelopment once initial soil excavation activities have been completed and remedial measure infrastructures have been installed. The remediation activities consist of installation of a slurry wall around the perimeter of the Property to a depth of approximately 53 feet below ground surface and keyed into the aquitard; soil excavation; soil vapor extraction; and dual-phase groundwater dewatering, extraction and treatment. Certain remedial activities are projected to continue during the period that Settling Respondent constructs and operates its store until remedial objectives are met and a no-further-action letter is received from the RWQCB.

Regional groundwater is presently being addressed as part of the Glendale North and South Operable Units of the San Fernando Valley Area 2 (Crystal Springs) superfund site. ITT Industries, Inc., the current owner of the Property, is a participant in the PRP group for both the North and South Operable Units.

2. The Settling Respondent represents, and for the purposes of this Agreement EPA relies on those representations, that Settling Respondent's involvement with the Property and the Site has been limited to the following: acquisition due diligence, review of site investigation reports, Phase I environmental site assessment, geotechnical assessment, RAP preparation, planning for demolition and site development, and communication with local and state agencies regarding the remediation and potential site development.

#### IV. PAYMENT

1.

(a) In consideration of and in exchange for the United States' Covenant Not to Sue in Section IX herein, Settling Respondent agrees to pay to EPA the sum of \$ 200,000 within 30 days of the effective date of this Agreement. The Settling Respondent shall make all payments required by this Agreement in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund," referencing the EPA Region, EPA Docket number, and Site/Spill ID # 09N2, DOJ case number 90-11-2-442A, and name and address of Settling Respondent. Settling Respondent shall send such payments to the following address:

U.S. EPA  
Region IX, Attn: Superfund Accounting  
P.O. Box 360863M  
Pittsburgh, PA 15251

Notice of payment shall be sent to those persons listed in Section XV (Notices and Submissions) and to EPA Region IX Financial Management Officer:

Catherine Shen  
Financial Management Specialist (PMD-6)  
USEPA Region IX  
75 Hawthorne St.  
San Francisco, CA 94105

Amounts paid pursuant to this Agreement shall be deposited into the Glendale Special Account and shall be retained and used to conduct or finance response actions at or in connection with the Site, or transferred by EPA to the EPA Hazardous Substance Superfund.

2. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

#### V. WORK TO BE PERFORMED

1. As additional consideration for and in exchange for the United States' Covenant Not to Sue in Section IX herein, Settling Respondent agrees to perform and comply with all of the terms and conditions of the RAP dated June 19, 2000 and submitted to the RWQCB on June 20, 2000, as it now exists or is modified or supplemented by the RWQCB in the future.

#### VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

1. Commencing upon the date that it acquires title to the Property, Settling Respondent agrees to provide to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site, to the extent access to such other property is controlled by the Settling Respondent, for the purposes of performing and overseeing response actions at the Site under federal law. EPA agrees to provide reasonable notice to the Settling Respondent of the timing of response actions to be undertaken at the Property. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as

amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq. ("RCRA"), and any other applicable statute or regulation, including any amendments thereto.

2. With respect to any Property owned or controlled by the Settling Respondent that is located within the Site, within 15 days after the effective date of this Agreement or the date of acquisition of any Property, whichever date is later, the Settling Respondent shall submit to EPA for review and approval a notice to be filed with the Recorder's Office, which shall provide notice to all successors-in-title that the Property is part of the Site, that EPA selected an interim remedy for the Site and that potentially responsible parties have entered a final Consent Decree on August 2, 2000, requiring implementation of the remedy. Such notice(s) shall identify the United States District Court in which the Consent Decree was filed, the name and civil action number of the case, and the date the Consent Decree was entered by the Court. The Settling Respondent shall record the notice(s) within 10 days of EPA's approval of the notice(s). The Settling Respondent shall provide EPA with a certified copy of the recorded notice(s) within 10 days of recording such notice(s).

3. The Settling Respondent shall ensure that assignees, successors in interest, lessees, and sublessees of the Property shall provide the same access and cooperation. The Settling Respondent shall ensure that a copy of this Agreement is provided to any current lessees or sublessees on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section, Section XII (Parties Bound/Transfer of Covenant), and Section V (Work to be Performed) of the Agreement.

## **VII. DUE CARE/COOPERATION**

1. The Settling Respondent shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. The Settling Respondent recognizes that the implementation of response actions at the Site may interfere with the Settling Respondent's use of the Property, and may require closure of its operations or a part thereof. The Settling Respondent agrees to cooperate fully with EPA in the implementation of response actions at the Site and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and response. In the event the Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release.

## **VIII. CERTIFICATION**

1. By entering into this agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or



contaminants at or from the Site and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondent is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

#### IX. UNITED STATES' COVENANT NOT TO SUE

1. Subject to the Reservation of Rights in Section X of this Agreement, upon payment of the amount specified in Section IV (Payment) of this Agreement, the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. § 9606 or 9607(a), with respect to the Existing Contamination.

#### X. RESERVATION OF RIGHTS

1. The covenant not to sue set forth in Section IX above does not pertain to any matters other than those expressly specified in Section IX (United States' Covenant Not to Sue). The United States reserves and the Agreement is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, the following:

(a) claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to Section IV (Payment), Section V (Work to be Performed), Section VI (Access/Notice to Successors in Interest), Section VII (Due Care/Cooperation), and Section XIV (Payment of Costs);

(b) any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Settling Respondent, its successors, assignees, lessees or sublessees;

(c) any liability resulting from exacerbation by Settling Respondent, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at the Site after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) criminal liability;

(f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and

(g) liability for violations of local, State or federal law or regulations.

2. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

3. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

4. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by

EPA in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing property where response actions may be required.

#### XI. SETTling RESPONDENT'S COVENANT NOT TO SUE

1. In consideration of the United States' Covenant Not To Sue in Section IX of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities.

2. The Settling Respondent reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Respondent's plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

#### XII. PARTIES BOUND/TRANSFER OF COVENANT

1. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding on the Settling Respondent, its officers, directors, and employees. The United States' Covenant Not to Sue in Section IX and Contribution Protection in Section

XIX shall apply to Settling Respondent's officers, directors, or employees, to the extent that the alleged liability of the officer, director, or employee is based on its status and in its capacity as an officer, director, or employee of Settling Respondent, and not to the extent that the alleged liability arose independently of the alleged liability of the Settling Respondent. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

2. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondent under this Agreement may be assigned or transferred to any person with the prior written consent of EPA in its sole discretion.

3. The Settling Respondent agrees to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the benefits conferred by this Agreement.

4. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly.

Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section VIII of this Agreement in order for the Covenant Not to Sue in Section IX to be available to that party. The Covenant Not To Sue in Section IX shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA.

### XIII. DISCLAIMER

1. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

### XIV. DOCUMENT RETENTION

1. The Settling Respondent agrees to retain and make available to EPA all business and operating records, contracts, Site studies and investigations, and documents relating to operations at the Property, for at least ten years, following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

### XV. PAYMENT OF COSTS

1. If the Settling Respondent fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV (Payment) of this Agreement, it shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

### XVI. NOTICES AND SUBMISSIONS

Home Depot:

Daniel R. Hatch, Esq.  
Home Depot U.S.A., Inc.  
3800 West Chapman Avenue  
Orange, California 92868

Copy to:

Bruce P. Howard, Esq.  
Latham & Watkins  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

EPA

David Stensby  
Remedial Project Manager  
Glendale Operable Units  
75 Hawthorne St., SFD-7-4  
San Francisco, CA 94105

Marie Rongone  
Office of Regional Counsel  
75 Hawthorne St., ORC-3  
San Francisco, CA 94105

XVII. EFFECTIVE DATE

1. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondent that EPA has fully executed the Agreement after review of and response to any public comments received.

XVIII. TERMINATION

1. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

XIX. CONTRIBUTION PROTECTION

1. With regard to claims for contribution against Settling Respondent, the Parties hereto agree that the Settling Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to

be taken and response costs incurred or to be incurred by the United States or any other person for the Site with respect to the Existing Contamination.

2. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

3. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify the United States in writing within 10 days of service of the complaint on them.

## **XX. EXHIBITS**

1. Exhibit 1 shall mean the description of the Property which is the subject of this Agreement.

2. Exhibit 2 shall mean the map depicting the Site.

XXI. PUBLIC COMMENT

1. This Agreement shall be subject to a thirty-day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

Date: 2/12/2001

By: [Signature]  
for Superfund Division Director

U.S. DEPARTMENT OF JUSTICE

Date: 2-23-01

By: [Signature]  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

HOME DEPOT U.S.A., INC.

Date: 12/22/00

By: [Signature]  
Daniel R. Hatch, Esq. AA



**Agreement and Covenant Not to Sue Home Depot U.S.A.**

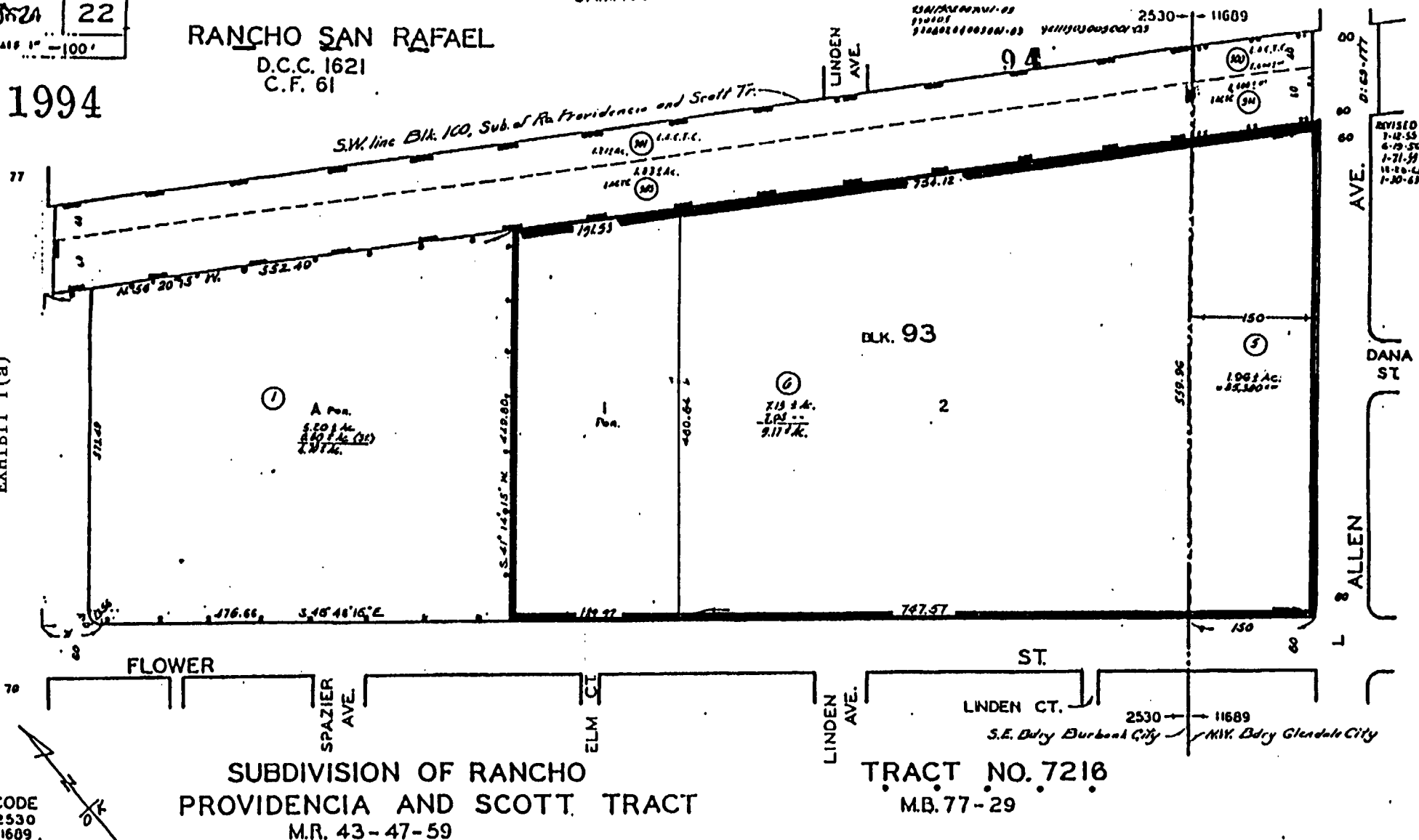
**Exhibit 1**  
**Description of the Property**  
**including**  
**Exhibit 1(a) -- Map Depicting the Property**  
**Exhibit 1(b) -- Legal Description of the Property**

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND  
DEPICTED HEREON. YOU ARE NOT TO RELY UPON IT FOR ANY  
PURPOSE OTHER THAN TO GUIDE YOU TO THE GENERAL LOCA-  
TION OF THE PARCELS AND AREALS DEPICTED. FIRST AMERICAN  
EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR  
DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP

RANCHO SAN RAFAEL  
D.C.C. 1621  
C.F. 61

1994

**EXHIBIT 1(a)**



**CODE**  
**2530**  
**11609**

SUBDIVISION OF RANCHO  
PROVIDENCIA AND SCOTT TRACT  
M.R. 43-47-59

TRACT NO. 7216  
M.B. 77-29

RANCHO SAN RAFAEL  
P. 3 - 220

Street lines per M.R. 43-47-89 are considered the lot lines in this tract although the divisions of some lots are measured from the center lines of the streets.

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

**Order numbers**

**EXHIBIT 1(h)**

**LEGAL DESCRIPTION**

**THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:**

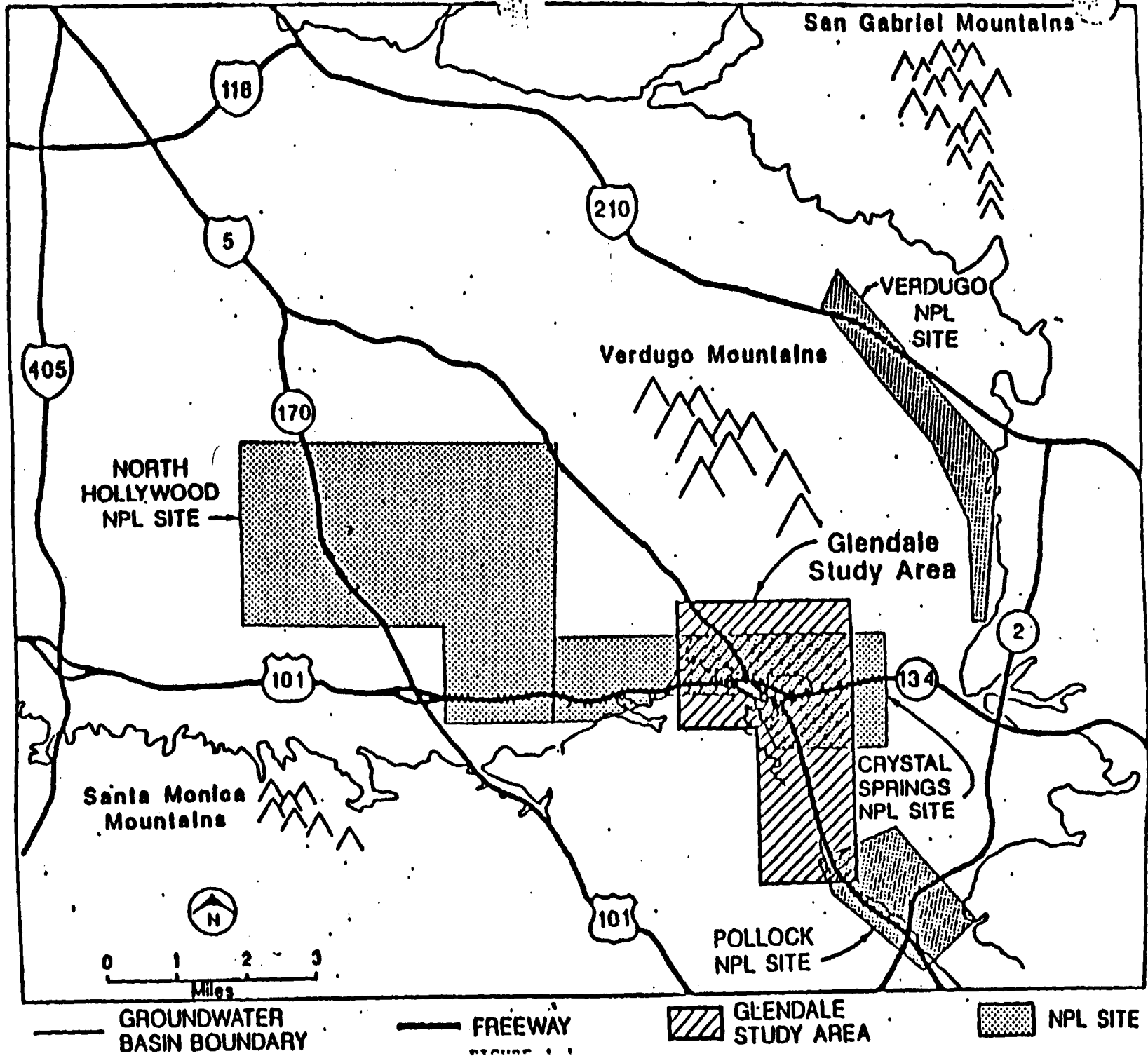
**LOT 1, IN THE CITY OF BURBANK, AND LOT 2 PARTLY IN THE CITY OF BURBANK, AND PARTLY IN THE CITY OF GLENDALE, IN BLOCK 93 OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, AS PER MAP RECORDED IN BOOK 17 PAGE 15 ET SEQ. AND IN BOOK 43 PAGE 47, ET SEQ. MISCELLANEOUS RECORDS OF SAID COUNTY.**

**EXCEPT THE NORTHWEST 6 ACRES OF SAID LOT 1, AS CONVEYED TO HENRY NICOLAUS AND WIFE, BY DEED RECORDED IN BOOK 5904 PAGE 320 OF DEEDS.**

**Agreement and Covenant Not to Sue Home Depot U.S.A.**

**Exhibit 2  
Map of the Site**

# SAN FERNANDO VALLEY SUPERFUND SITE





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

July 23, 2001

Writer's Direct Dial:  
(415) 744-1313

VIA U.S. MAIL

Anna Amarandos  
Latham & Watkins  
650 Town Center Drive, 20<sup>th</sup> floor  
Costa Mesa, CA 92626-1925

Re: San Fernando Valley Area 2 (Crystal Springs) --  
Agreement and Covenant Not to Sue Home Depot USA.

Dear Ms. Amarandos:

The Agreement and Covenant Not to Sue Home Depot USA ("Agreement") was published in the Federal Register on May 29, 2001. There were no comments on the Agreement and the United States has not withdrawn its approval of the document. The Agreement accordingly became final on June 28, 2001. By the terms of the Agreement, payment will be due thirty days from today, or August 22.

Please do not hesitate to call if you have any questions.

Very truly yours,

Marie M. Rongone  
Senior Counsel

cc: David Stensby, Remedial Project Manager  
Bill Keener, Esq., Office of Regional Counsel  
Noel Wise, Esq., Department of Justice (via facsimile only)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

**FACSIMILE TRANSMISSION**

**TO:** Anna Amarandos  
fax: (714) 755-8290  
verification: (714) 755-8189

Noel Wise  
fax: (415) 744- 6476  
verification: (415) 744-6491

**FROM:** MARIE M. RONGONE  
SENIOR COUNSEL  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 HAWTHORNE STREET, ORC-3  
SAN FRANCISCO, CA 94105

**PHONE NO.:** (415) 744-1313  
**FAX NO.:** (415) 744-1041  
**VERIFICATION NO.:** (415) 744-1313

**DATE:** July 23, 2001

**# OF PAGES:** 2 (including this page)

**SUBJECT:** Attached letter -- Notice of Final Agreement and  
Covenant Not to Sue Home Depot USA

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

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SUBADDRESS	
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ST. TIME	07/23 14:49
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PGS. SENT	2
RESULT	OK



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

**FACSIMILE TRANSMISSION**

TO: Anna Amarandos  
fax: (714) 755-8290  
verification: (714) 755-8189

Noel Wise  
fax: (415) 744- 6476  
verification: (415) 744-6491

FROM: MARIE M. RONGONE  
SENIOR COUNSEL  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 HAWTHORNE STREET, ORC-3  
SAN FRANCISCO, CA 94105

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\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

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CONNECTION ID  
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PGS. SENT 2  
RESULT OK



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

FACSIMILE TRANSMISSION

TO: Anna Amarandos  
fax: (714) 755-8290  
verification: (714) 755-8189

Noel Wise  
fax: (415) 744- 6476  
verification: (415) 744-6491

FROM: MARIE M. RONGONE  
SENIOR COUNSEL  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 HAWTHORNE STREET, ORC-3  
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